

1 Miles Woodlief (SBN124467)  
2 Archer<sup>TM</sup>  
3 775 East Blithedale Avenue  
4 Suite 514  
5 Mill Valley, California  
6 phone: (415) 730-3032  
7 facsimile:(415) 366-2956  
8 Attorney for Debtor and Debtor-in-Possession

9  
10 UNITED STATES BANKRUPTCY COURT  
11 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
12 (Oakland Division)  
13

In Re:	)	Chapter 11
Nutrition 53, Inc.	)	Case No.: 4:23-bk-40997
Employer's Tax Identification (EIN) No. :	)	
30-0369583	)	
Debtor	)	

14 **NOTICE OF DEBTOR AND DEBTOR-IN-POSSESSION'S REQUEST FOR ORDER**  
15 **AUTHORIZING EXECUTION OF, AND PERFORMANCE UNDER, LICENSING**  
16 **AND DISTRIBUTION AGREEMENT**

17 TO ALL CREDITORS, THEIR ATTORNEYS OF RECORD, THE UNITED STATES  
18 TRUSTEE AND ALL OTHER PARTIES IN INTEREST: PLEASE TAKE NOTICE THAT  
19 Debtor and Debtor in possession Nutrition 53, Inc. ("Debtor") has entered into a Distribution  
20 and License Agreement ("Agreement") with Pro Performance Distribution, Inc. ("PPDI") under  
21 which, among other things, PPDI is granted a limited license to purchase specific Products (as  
22 defined therein) from the Debtor for sale exclusively through Amazon.com.

23 A complete copy of the Agreement was previously filed in the above-captioned case on  
24 August 16, 2023, as Exhibit A to the Declaration of Kristine Manlapaz, Docket No. 18-7. The  
25 Agreement does not require the Debtor to incur any out-of-pocket costs and requires payment of  
eighty-five percent of PPDI's net sales' income to the Debtor. Further, the Agreement contains

1 an incentive provision that provides PPDI a small equity interest (up to 10% of total equity) in  
2 the Debtor if specific sales goals are timely met.

3 The term of the Agreement is six months from the Effective Date (as defined in the  
4 Agreement), and the Agreement may be renewed upon written notice.

5 This Agreement assures Debtor can maximize its operating income without expending  
6 its own resources to obtain and market the product.

7 Counsel believes that the Agreement meets the requirements of 11 U.S.C Section  
8 363(b)(1) and that the Agreement is fair and reasonable under the circumstances. Accordingly,  
9 it is appropriate for the Debtor to enter into, and perform under, the Agreement with PPDI.

10 United States Bankruptcy Court for the Northern District of California Local Rule 9014-  
11 1(b)(3)(a) prescribes the procedures to be followed with respect to this Notice, as follows:


12 **Any objection to the requested relief, or a request for hearing on the matter, must**  
13 **be filed and served upon the initiating party within 21 days of mailing the notice;**

14 **Any objection or request for a hearing must be accompanied by any declarations or**  
15 **memoranda of law any requesting party wishes to present in support of its position;**

16 **If there is no timely objection to the requested relief or a request for hearing, the**  
17 **court may enter an order granting the relief by default.**

18 **In the event of a timely objection or request for hearing, the initiating party will give**  
19 **at least seven days written notice of the hearing to the objecting or requesting party, and to**  
20 **any trustee or committee appointed in the case.**

21  
22 Dated: September 5, 2023

23 By:   
24 Miles Woodlief (SBN124467)  
25 Archer™  
775 East Blithedale Avenue  
Suite 514  
Mill Valley, California  
phone: (415) 730-3032

1 PROOF OF SERVICE

2 I, Miles Archer Woodlief, certify and declare as follows:

3 I am over the age of 18 years, and not a party to this action. I maintain an office  
4 at 775 East Blithedale Avenue, Suite 514, Mill Valley, CA 94941, which is located in the county  
5 where the mailing described below took place.

6 I am readily familiar with the business practice at my place of business for  
7 collection and processing of correspondence for mailing with the United States Postal Service.  
8 Correspondence so collected and processed is deposited with the United States Postal Service  
9 that same day in the ordinary course of business.

10 On September 5, 2023, at my place of business at Mill Valley, California, a copy  
11 of the forgoing was placed in the United States Postal Service in a sealed envelope, with postage  
12 fully prepaid, addressed to:

13 Altec Packaging, Inc  
14 c/o Stacie L. Pearson  
15 1711 Junction Ct., #350  
16 San Jose, CA 95112

17 Amazon.com  
18 c/o Amazon Capital Services, Inc.  
19 410 Terry Ave. North  
20 Seattle, WA 98109-5210

21 Boos & Associates  
22 c/o Marissa Guzman  
23 5260 N. Palm Ave Suite 120  
24 Fresno, CA 93704-2216

25 Boutin Jones Inc  
c/o Boutin Jones Accounting  
555 Capitol Mall, Suite 1500  
Sacramento, CA 95814

Central Transport  
c/o Samantha  
12225 Stephens Rd.  
Warren, MI 48089

Command Nutritionals  
c/o Cristina Coutinho  
10 Washington Ave.  
Fairfield, NJ 07004

1 Ergo Law  
2 c/o Rod Atherton  
3 6870 W. 52nd Ave. Suite 203  
4 Arvada, CO 80002

5 Federal Express  
6 c/o US Collection Department  
7 P.O. Box 7221  
8 Pasadena CA 91109-7321

9 Franchise Tax Board  
10 P.O. Box 942867  
11 Sacramento, CA 94267

12 JAH Interests V, LLC  
13 c/o Jason Hall  
14 2900 Daniel Ave  
15 Dallas, TX 75205

16 IRS  
17 P.O. Box 30507  
18 Los Angeles, CA 90030

19 Mihir Mange  
20 9662 Velvet Leaf Circle  
21 San Ramon, CA 94582

22 Kristine Manlapaz  
23 3008 Oakraider Dr.  
24 Alamo, CA 94507

25 Barbara Legrand  
1828 Ivanhoe Avenue  
Lafayette CA 94549

Nebo Web Inc  
c/o Mercedes Oben  
108 Samat St. Ayala Alabang Village  
Muntinlupa, Philippines 1780

Jonathan Padilla  
1117 Ocean Ave., #308  
San Francisco, Ca, 94112

Pinecrest Capital Partners  
c/o Barrett Kingsriter

1 8235 Douglas Ave, Suite 550  
2 Dallas, TX 75225

3 Proform Laboratories  
4 c/o Kaitlyn Walker  
5 5001 Industrial Way  
6 Benicia, CA 94510 US

7 Alexandra Romanowski  
8 c/o Alexandra Romanowski  
9 1828 Ivanhoe Avenue  
10 Lafayette CA 94549

11 Bill Romanowski  
12 c/o Bill Romanowski  
13 1828 Ivanhoe Avenue  
14 Lafayette CA 94549

15 Dalton Romanowski  
16 c/o Dalton Romanowski  
17 2523 NE Harvey Ln  
18 Bend OR 97703

19 Smoothie King Franchises, Inc.  
20 c/o Barbara Mayrand  
21 9797 Rombauer, Ste. 150  
22 Dallas, TX 75019

23 Jon Douglas "JD" Swartz  
24 40 Center St.  
25 San Rafael CA 94901

Third Wind Holdings LLC  
c/o Rogers Healy  
5550 Preston Road, Suite B.Dallas, TX 75205

Total Quality Logistics  
c/o Anthony Gettys  
P.O. Box 634558  
Cincinnati, OH 45263-4558

Wideumbrella  
c/o Kristine Manlapaz  
3008 Oakraider Dr  
Alamo, CA 94507

1 and that envelope was placed for collection and mailing on that date following ordinary business  
2 practices.

3 I certify and declare under penalty of perjury under the laws of the State of  
4 California that the foregoing is true and correct. Executed on September 5, 2023.

5 

6 \_\_\_\_\_  
Miles Archer Woodlief